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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
(PORTLAND DIVISION)

PREMIER COMMUNITY BANK,

No. 3:14-cv-913

Plaintiff,

v.

COMPLAINT (NEGLIGENT
MISREPRESENTATION, NEGLIGENCE
AND BREACH OF CONTRACT)

FIRST AMERICAN TITLE INSURANCE
COMPANY,

JURY TRIAL DEMANDED

Defendant.

Plaintiff alleges:

PARTIES

1. Premier Community Bank is an Oregon chartered bank, and formerly known as Columbia Community Bank.

2. First American Title Insurance Company is a California corporation doing business in Oregon and Washington, and is the successor by merger to Pacific Northwest Title Company, a Washington corporation ("Pacific Title").

3. The amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S.C. § 1332.

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FACTS

4. On or about February 27, 2008, Plaintiff and Pacific Title entered into an agreement whereby Pacific Title insured Plaintiff against loss or damage stemming from the invalidity or unenforceability of Plaintiff's deed of trust lien on certain real property known as 3822 Wiggins Road SE, Olympia, Washington (the "Property").

5. Ultimately, the Supreme Court of the State of Washington found that Plaintiff's deed of trust on the Property was invalid.

FIRST CLAIM FOR RELIEF

(Negligent Misrepresentation)

6. Plaintiff realleges paragraphs 1-5.

7. By issuing its title insurance policy to Plaintiff, Pacific Title made representations which it intended Plaintiff to rely on. Plaintiff in fact relied on the representations of Pacific Title.

8. Pacific Title's representations were false and, as a result, Plaintiff has been damaged in an approximate amount of \$212,000 with an exact amount to be proven at trial.

SECOND CLAIM FOR RELIEF

(Negligence)

9. Plaintiff realleges paragraphs 1-8.

10. Pacific Title owed Plaintiff a duty to obtain proper and authorized signatures on the deed of trust in order for the deed of trust to be valid.

11. Pacific Title breached that duty by failing to obtain proper and authorized signatures on the deed of trust, which resulted in Plaintiff's deed of trust on the Property being invalid.

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12. As a result of Pacific Title's breach, Plaintiff has been damaged in the approximate amount of \$212,000 with an exact amount to be proven at trial.

THIRD CLAIM FOR RELIEF

(Breach of Contract)

13. Plaintiff realleges paragraphs 1-12.

14. Under the terms of the title insurance policy provided by Pacific Title, Pacific Title owed Plaintiff a duty to indemnify Plaintiff against loss or damage stemming from the invalidity or unenforceability of Plaintiff's lien on the Property.

15. Despite demand, Pacific Title has refused and failed to pay the amounts due and owing to Plaintiff. As a result of Pacific Title's breach, Plaintiff has been damaged in the approximate amount of \$212,000, the exact amount to be proven at trial. Also, Plaintiff is entitled to its reasonable attorney's fees incurred herein.

FOURTH CLAIM FOR RELIEF

(Breach of Contract)

16. Plaintiff realleges paragraphs 1-15.

17. Plaintiff also engaged Pacific Title as escrow to disburse loan funds to the borrower if and when Plaintiff's deed of trust was in a valid first priority position on the Property, which engagement Pacific Title accepted.

18. Pacific Title breached that agreement by disbursing the loan funds to the borrower even though the deed of trust was invalid.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For a judgment in Plaintiff's favor in an amount of be proven at trial, but not less than \$212,000;

2. For an award of Plaintiff's reasonable costs and attorney's fees incurred herein; and

3. For such further relief this court deems just and equitable.
4. Plaintiff demands a jury trial.

DATED this 6th day of June 2014.

GREENE & MARKLEY, P.C.

By /s/ Daniel L. Steinberg
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